

**AGREEMENT FOR
TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this [] day of [], 2006, by and between the **STATE OF CALIFORNIA** acting by and between its duly appointed, qualified and acting Director of the Governor's Office of Emergency Services, hereinafter called the "**STATE**," and the [], acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFeree**",

WITNESSETH:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The **STATE** hereby transfers possession to **TRANSFeree** and **TRANSFeree** hereby accepts possession from **STATE** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing [], 2006, for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for assignee's regular apparatus and the regular apparatus of other departments while out of service for repairs.

a. Vehicle Description: []
 Vehicle Designation: []
 Vehicle License Number: []
 Vehicle Identification Number: []
 Value of Vehicle: []
 Value of Hose and Appliances: []

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFeree** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the State.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFeree** agrees to adequately house in a enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire apparatus and equipment (hereinafter collectively referred to as "the apparatus" except where it is desired to refer to equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Apparatus shall be housed on property of the **TRANSFeree** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **TRANSFeree**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic

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testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gears, brake and exhaust systems, cooling devices including radiator, pump packing, equipment assigned to apparatus and so forth.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **TRANSFEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the same results from misuse or negligence on the part of **TRANSFEE** in the maintenance or use of the apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFEE**. In no event shall **TRANSFEE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEE**, without first obtaining authorization in writing from the Governor's Office of Emergency Services, Fire & Rescue Branch.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEE**, in which event **TRANSFEE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained for the Governor's Office of Emergency Services, Fire & Rescue Branch prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to OES Fire and Rescue Branch Operations Bulletin # 18, which is here by incorporated into this agreement by reference.

e. Repair or replacement of the apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 10 of this agreement, shall be the responsibility of **STATE**, providing that any such loss or damage is due to the negligence of **TRANSFEE** under such circumstances, **TRANSFEE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus. **TRANSFEE** agrees that representatives of the Governor's Office of Emergency Services, Fire & Rescue Branch and other authorized State personnel may inspect the apparatus at any time

4. Staffing. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said apparatus. The **TRANSFEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The OES

engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing OES apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by OES.

5. Training. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (August 2002 version). Personnel assigned to OES Engine 253 and above shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

6. Dispatching. All movement of the apparatus shall be handled through the official dispatching channels of **TRANSFeree**. **TRANSFeree** dispatchers will recognize and act on all official requests for movement of the apparatus in conformance with the Fire and Rescue Annex (California Fire & Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Director of the Office of Emergency Services, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the STATE.

7. Mutual Aid Response. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

8. Reimbursable Response. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

9. Temporary Use. **TRANSFeree** shall be permitted to use their assigned apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs. In either case the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center. The **ASSIGNEE** further agrees that Cover-in or Standby of said fire apparatus exceeding 90 days is at the discretion of the **STATE**

10. Temporary Transfer.

a. An assignment of the apparatus or any portion thereof by **TRANSFeree** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **STATE**, providing that at the time such apparatus is received, such assignee furnish **TRANSFeree** and **STATE** a letter to the effect that he assumes all obligations of **TRANSFeree** with respect to such apparatus under this agreement during the period of assignment, including insurance coverage in accordance with Paragraph 13 or 14, as appropriate. Any assignment by **TRANSFeree** for a

period of more than seven consecutive days shall be subject to authorization by the **STATE** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.

b. Whenever apparatus is assigned in accordance with the provisions of this paragraph, regular **TRANSFeree** shall be relieved of its obligations under this agreement during such period of assignment.

c. Complete a written Temporary OES Apparatus Assignment Record, Exhibit "B". The **TRANSFeree** will retain one copy, the Temporary Assignee will retain one copy, and one copy will be forwarded to the Governor's Office of Emergency Services Fire and Rescue Branch.

11. Reports and Records. **TRANSFeree** shall maintain daily and monthly reports on the details of Apparatus Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, shall be completed annually. Written results of all tests and reports shall be forwarded to the Governor's Office of Emergency Services, Fire & Rescue Branch, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

12. Report of Accidents. **TRANSFeree** shall immediately notify OES Fire and Rescue following any and all accidents involving this apparatus. It shall be the responsibility of **TRANSFeree** to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the **TRANSFeree** and the original and four copies forwarded to the Governor's Office of Emergency Services.

13. Insurance Protection. (Non- State Agencies)

a. **TRANSFeree** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFeree** and the **STATE** for liability and/or property damage with a combined single limit of 1,000,000.00 per occurrence, by means of a Certificate of Insurance naming State of California as Additional Insured. Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **STATE** and that the **STATE** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number and OES unit number.

b. In the event the **TRANSFeree** is self-insured, **TRANSFeree** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFeree** agrees to hold the **STATE** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the apparatus under the terms of this agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which

is by this reference made a part hereof.

14. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEE** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

15. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEE** may relinquish or **STATE** may repossess any portion of the apparatus upon like notice to the other party, except that **STATE** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

b. Upon the termination of this agreement, **TRANSFEE** agrees to return said apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFEE**, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. **TRANSFEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **STATE**.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the **TRANSFEE**.

16. Unauthorized Use of OES Apparatus and Equipment. Use of this apparatus other than as specified in paragraph 1 will be considered a breach of this agreement

17. Use of Radio Equipment

a. **STATE** will furnish at **STATE'S** sole cost, radio equipment installed in the apparatus to be operated on the following frequencies: **151.145 - 170.925**.

b. **STATE** agrees to maintain said equipment without cost to **TRANSFEE**.

c. The **TRANSFEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To activate this agreement and in compliance with the control requirements of the Communications

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Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFeree**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.

e. **STATE** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

18. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFeree** at [REDACTED], [REDACTED], [REDACTED], [REDACTED], and to the **STATE** at Governor's Office of Emergency Services, Fire & Rescue Branch, 3650 Schriever Ave., Mather, CA. 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

19. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

20. The **STATE** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

TRANSFeree:

[REDACTED] _____

By _____
[REDACTED], Chief

STATE OF CALIFORNIA:

Henry Renteria
Director
Governor's Office of Emergency Services

By _____
Kim Zagaris, Chief
Fire and Rescue Branch